

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No.: 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

Randall L. Seaver, Trustee,

Adv. Case No.: 09-5____

Plaintiff,

vs.

**NOTICE OF HEARING AND EXPEDITED, EX PARTE,
MOTION FOR TEMPORARY RESTRAINING ORDER**

Christi M. Rowan,

Defendant.

1. Randall L. Seaver, Trustee and Plaintiff ("**Trustee**") for the Bankruptcy Estate of Debtor Dennis E. Hecker ("**Debtor**"), by his attorneys, moves the Court for a temporary restraining order ("**TRO**"). This motion is brought on an ex parte basis.

2. Debtor filed a Chapter 7 petition on June 4, 2009. The case is pending before this Court.

3. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Bankruptcy Rule 5005, 7065 and 7005 and Local Rule 7005-3. This motion arises under Bankruptcy Rule 7065 and 11 U.S.C. §542.

4. Debtor has testified that Defendant resides at 1615 Northridge Drive, Medina, MN 55391 ("**Northridge**"), a home titled in Debtor's name and his former homestead, pursuant to a lease (which appears in Debtor's Schedule G). Northridge has a current tax value of \$1,891,000.00. According to the testimony of Debtor, Defendant has been living at Northridge,

for a period of time, but has not yet made any lease payments to the Debtor. According to the Debtor that is because she made “improvements” to the property.

5. Debtor has testified that furniture and other personal property of the Debtor is located at Northridge. Defendant may be holding or controlling other property, including money, of the Debtor or this bankruptcy estate in safe deposit boxes or otherwise.

6. Upon information and belief, Defendant may nominally control or be the conduit for other assets of the Debtor held by, or in the name of, the Defendant. All of the foregoing are referred to herein as the “**Property**.”

7. In January 2009, Chrysler Financial commenced a lawsuit against Hecker seeking a judgment in excess of \$400,000.000.00. In April, 2009, a judgment in the amount of \$476,952,874.60 was entered against Hecker. The Debtor's schedules list assets of \$18,509,972.15 and liabilities of \$766,754,240.50.

8. At Item 7 of his statement of financial affairs, Debtor states that, within one year of the Filing Date, he transferred “Misc. and cash - \$65,000” to “CM Rowan” (“**T1**”).

9. In addition to the forgoing, Item 7 of the statement of financial affairs also discloses transfers to “Christi M. Rowen,” in the year before the Filing Date, of “Misc. and Cash - \$35,000” (“**T2**”).

10. The Trustee has learned of at least the following apparent transfers to or for the benefit of Christi M. Rowan in the year prior to the Debtor’s bankruptcy filing:

- (a) Transfer of \$60,000 fur coat;
- (b) Payment by the Debtor from TCF account by check number 5068, in the amount of \$20,000 in January, 2009;
- (c) Payment by the Debtor from TCF account by check number 5079, in the amount of \$7,300 in March, 2009;

- (d) Payment by the Debtor from TCF account by check number 5093, in the amount of \$13,000 in March, 2009;
- (e) Payment by the Debtor from USB/Wells primary checking account, by check number 5503, in the amount of \$8,000 in March, 2009.
- (f) Payment by the Debtor from TCF account, by check number 5112, in the amount of \$10,500 in March 18, 2009.

(collectively, "**T3**").

11. Upon information and belief, Debtor has made other transfers to Defendant, both within the year before the filing date, and before. The items listed in the statement of financial affairs, together with all other transfers of property of the Debtor to Defendant, including T1, T2, and T3, are the "**Transfers**."

12. In October of 2008, Defendant's marriage to Brent Rowan was dissolved by the Hennepin County District Court (Court File No. 27-FA-08-6101). In that proceeding, assets of Defendant, at that time, were disclosed (the "**'08 Assets**"). A copy of the decree of dissolution is attached hereto as Exhibit A.

13. Upon information and belief, Defendant possesses or controls financial records, together with other written and electronic information regarding the Debtor (the "**Information**").

14. Expedited relief is required as the Property may be uninsured and is easy to lose or secrete.

15. The Trustee believes that the bankruptcy estate will suffer irreparable harm in the absence of a preliminary injunction protecting the Property and Information.

16. At the hearing of this matter, the Trustee may testify about his investigation of the Property and Information and his efforts to administer the same.

17. The Trustee requests that the Court issue a TRO for the following:

(a) Directing Defendant to turnover the Information, Property and rent for Northridge to Trustee;

(b) That Defendant be enjoined from disposing, transferring, secreting or destroying the Property or Information, and requiring Defendant to provide access to safe deposit boxes, if any. Additionally, directing Defendant to disclose all Property and Information to the Trustee and to allow the Trustee access thereto, and an accounting of, the same; and,

(c) Enjoining Defendant from accessing any safe deposit box.

**LEONARD, O'BRIEN
SPENCER, GALE & SAYRE, LTD.**

/e/ Matthew R. Burton

Dated: July 22, 2009

By: _____
Matthew R. Burton, #210018
100 South Fifth Street, Suite 2500
Minneapolis, Minnesota 55402
Telephone: (612) 332-1030
Facsimile: (612) 332-2740

ATTORNEYS FOR RANDALL L.
SEAVER, TRUSTEE

VERIFICATION

I, Randall L. Seaver, Trustee for the Bankruptcy Estate of Dennis E. Hecker, the moving party named in the foregoing Notice of Hearing and Expedited Motion for a Preliminary Injunction, declare under penalty of perjury that the foregoing is true and correct according to the best of my knowledge, information and belief.

Executed on July 22, 2009

/e/ Randall L. Seaver

Randall L. Seaver

405979

STATE OF MINNESOTA
COUNTY OF HENNEPIN

2008 OCT 15 AM 8:54
Charles L. Brandt
CLERK OF DISTRICT COURT

DISTRICT COURT
FOURTH JUDICIAL DISTRICT
FAMILY COURT DIVISION
Court File No. 27-FA-08-6101

In Re the Marriage of:

Christi Michelle Rowan,

Petitioner,

and

Brent William Rowan,

Respondent.

FINDINGS OF FACT,
CONCLUSIONS OF LAW
ORDER FOR JUDGMENT,
AND JUDGMENT AND DECREE

ORIGINAL

OCT 31 2008

The above-entitled proceeding came before the Honorable David L. Piper, a Referee of the above-named Court at the Hennepin County Family Justice Center, City of Minneapolis, State of Minnesota.

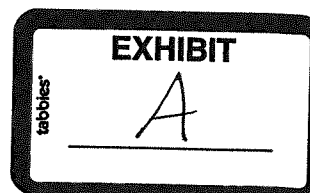
Neither party appeared, and this matter was heard pursuant to an administrative default and Marital Termination Agreement executed by both parties and Petitioner's attorney.

After reviewing the signed Marital Termination agreement and being fully advised in the premises and upon all the files and records herein, the Court makes the following as:

FINDINGS OF FACT

I.

The true and correct name of the Petitioner is Christi Michele Rowan and she was formerly known as Christi Michele Westmoreland; she resides at 150 Portland Avenue S., Unit 201, Minneapolis, Minnesota 55401; she is 35 years of age having been born on 08/28.1973. She is represented by Sonja C. Larson, Esq., 510-1st Avenue North, Suite 303, Minneapolis, Minnesota 55403.



II.

The true and correct name of the Respondent is Brent William Rowan and he has never used another name; he resides at 715 East Ridge Drive, Northfield, Minnesota 55057; he is 30 years of age having been born on 02/02/1978.

III.

Both parties are and for more than 180 days preceding the commencement of this action have been residents of the State of Minnesota, Petitioner is a resident of the County of Hennepin; Respondent is a resident of the County of Rice County.

IV.

Petitioner and the Respondent were married to each other on 10/12/2001 in Northfield, Minnesota, and ever since then have been and now are husband and wife.

V.

There is one child born during this marriage relationship who is still a minor, to wit:

Fysher J. Rowan, born 12/08/2004, age 3

Petitioner has one child born prior to the marriage.

To the best of Petitioner's knowledge, Petitioner is not now pregnant.

VI.

The parties are fit and proper persons to have the permanent custody, care and control of the minor child of the parties and it is in the best interests and welfare of the minor child that joint custody be granted to the parties.

VII.

A separate proceeding for dissolution of the marriage has not been previously commenced by either party, nor is any proceeding now pending in any court in the state of Minnesota or elsewhere.

VIII.

There has been an irretrievable breakdown of the marriage relationship of the parties within the meaning and purview of Minn. Stat. Sec. 518.06, subd. 1.

IX.

Neither party is now a member of the United States Armed Forces.

X.

The parties are the owners in joint tenancy of a homestead located at 715 East Ridge Drive, Northfield, Minnesota 55057, and legally described as follows, to wit:

LOT 5, BLOCK 1, MEADOWVIEW HEIGHTS, 4TH ADDITION

The homestead has a fair market value of \$360,000 with encumbrances of \$275,000 with Washington Mutual and \$75,000 with Teachers' Federal Credit Union.

XI.

The parties are owners of certain items of household goods and furnishings, fixtures and equipment situated in and about the homestead and other personal property not situated about the homestead.

XII.

The parties are owners of the following joint bank accounts with Teachers' Federal Credit Union Acct. No. XX345:

Value Checking, approx. \$3,000
Reward Checking, approx. \$200
Savings Account, approx. \$1,000.

XIII.

Respondent is owner of a 2008 GMC Denali subject to an encumbrance of \$50,000.

XIV.

Respondent is owner of a 2006 Larson boat, subject to an encumbrance of \$28,306.

XV.

The parties are owners of life insurance policies held in their respective names with the parties' minor child Fysher, and Petitioner's child, Rachael, named as beneficiaries.

XVI.

The parties are owners of the following debts:

Bank of America 86305	\$9300.00
Bank of America 91098	\$7300.00
Capital One 83578	\$10,000.00
Citi Card 5072	\$18,000.00
TFCU 65933	\$10,000.00
WAMU 7110	\$7,000.00
Wells Fargo 87189	\$2,000.00
36348	\$2,000.00
69107	\$10,000.00
Discover Card	\$10,000.00
JCREW 56757	\$800.00
PBKids 78968	\$1,000.00

XVII.

That Petitioner is currently self-employed as a photographer; and her current monthly gross earnings are approximately \$8,000.

That Respondent is self employed as a general contractor; that his current monthly gross earnings are approximately \$8,000.

CONCLUSIONS OF LAW

1. That the bonds of matrimony heretofore existing between the parties are hereby dissolved.
2. CUSTODY: That the parties are awarded joint legal and joint physical custody of the minor child:

Fysher J. Rowan, born 12/08/2004, age 3.

3. PARENTING TIME:

- a. Weekdays: The minor child shall reside with Petitioner during the week, subject to Respondent's parenting time with the child Tuesdays and Thursdays from after school until bedtime, or as otherwise determined by mutual agreement of the parties.
- b. Weekends: Alternate weekends or as otherwise determined by mutual agreement of the parties.
- c. Holidays: Alternate holidays or as otherwise determined by mutual agreement of the parties.

4. CHILD SUPPORT: That as and for child support the Respondent shall pay to the Petitioner the sum of \$56 per month, payable on the first day of each month, commencing on the 1st day of November, 2008. Child support shall continue at that rate, as adjusted by the cost-of-living, until the first occurrence of one of the following events:

- a. The child attains the age of 18 years, or graduates from high school, whichever occurs last; provided, however, that support will not continue past the child's 20th birthday;

- b. The child becomes self-supporting, is emancipated, marries, serves in the armed forces of the United States, or is deceased, or
 - c. Further order of the court.
- 5. HEALTH INSURANCE: That Petitioner shall maintain medical and dental insurance for the minor child. The parties shall share equally in the cost of health insurance and unreimbursed medical expenses for the minor child.
 - 6. CHILD CARE: That the parties shall share equally in the cost of child care for the minor child.
 - 7. TAX RETURN: That Petitioner shall claim the minor child on her taxes on even years, Respondent shall claim the minor child on his taxes on odd years.
 - 8. SPOUSAL MAINTENANCE: That the Respondent shall pay no temporary or permanent maintenance to the Petitioner, and the Petitioner does hereby waive any right to have the Respondent pay temporary or permanent maintenance.

That the Petitioner shall pay no temporary or permanent maintenance to the Respondent, and the Respondent does hereby waive any right to have the Petitioner pay temporary or permanent maintenance.

- 9. That each party shall be solely responsible for his or her own medical and/or dental insurance costs.
- 10. HOMESTEAD: That the parties shall be awarded all right, title, equity and interest in joint tenancy in and to the homestead located at 715 East Ridge Drive, Northfield, Minnesota 55057 and legally described as follows:

LOT 5, BLOCK 1, MEADOWVIEW HEIGHTS, 4TH ADDITION.

The homestead has a fair market value of \$360,000 with encumbrances of \$275,000 with Washington Mutual and \$75,000 with Teachers' Federal Credit Union.

The parties shall place the homestead on the market at a reasonable fair market price no later than October 1, 2008. Respondent shall reside in the home pending its sale. Respondent shall be responsible for timely payment of the mortgage and all other expenses related to the homestead. Respondent shall cooperate with the real estate agent in preparing the house for sale and in showing the house to prospective buyers.

Any and all expenses related to the general upkeep of the home for purposes of sale, i.e. repairs, cleaning, etc., shall be shared equally by the parties. Any such expenses shall be agreed up in writing before incurred.

Upon the sale of the homestead the parties shall satisfy any and all debt associated

with the homestead and shall share equally in any loss or gain from the sale.

11. PERSONALTY: The parties are awarded the household personalty in their respective possessions.
12. BANK ACCOUNTS: Upon or before the entry of the Judgment and Decree, the parties shall close and divide equally the following joint bank accounts with Teachers' Federal Credit Union Acct. No. XX345:

Value Checking, approx. \$3,000
Reward Checking, approx. \$200
Savings Account, approx. \$1,000.

The parties are awarded all right, title, equity and interest in and to the bank accounts held solely in their respective names.
13. VEHICLE: Respondent is awarded all right, title, equity and interest in and to the 2008 GMC Denali. Respondent shall indemnify Petitioner and hold her harmless from liability.
14. BOAT: Respondent is awarded all right, title, equity and interest in and to the 2006 Larson boat. Respondent shall indemnify Petitioner and hold her harmless from liability.
15. LIFE INSURANCE: Petitioner is awarded the life insurance policy in her own name. Respondent is awarded the life insurance policy in his own name.
16. DEBTS: That the parties shall share equally in the following credit card debts:

Bank of America 86305	\$9300.00
Bank of America 91098	\$7300.00
Capital One 83578	\$10,000.00
Citi Card 5072	\$18,000.00
TFCU 65933	\$10,000.00
WAMU 7110	\$7,000.00
Wells Fargo 87189	\$2,000.00
36348	\$2,000.00
69107	\$10,000.00
Discover Card	\$10,000.00
JCREW 56757	\$800.00
PBKids 78968	\$1,000.00

Respondent shall pay to Petitioner one-half the total monthly payment for all credit cards on or before the 1st of each month.

17. In the event that there is a debt obligation that has not been heretofore disclosed, that obligation shall become the sole responsibility of the party that incurred it.
18. That each party shall be responsible for his or her own attorney's fees incurred in this proceeding.
19. That Appendix A is attached hereto and incorporated herein by reference.
20. That service of the final Judgment and Decree herein may be made upon the Respondent at 715 East Ridge Drive, Northfield, Minnesota 55057, by United States mail, and the same shall be in lieu of personal service.
21. Attorney Withdrawal. That Sonja C. Larson, Esq., shall no longer be the attorney of record for the Petitioner effective sixty-one (61) days from the date of entry of the Judgment and Decree herein.
22. That to implement the terms and provisions contained herein, each of the parties shall make, execute and deliver to the other party instruments of conveyance, assignment and other documents as may be required. In the event a party fails to deliver said documents, a certified copy of the Judgment and Decree shall be effective to make the transfers required herein.
23. That in the event that additional assets of value of the parties are determined to exist, those assets may be the subject of future Court proceedings pursuant to the laws of Minnesota, and the party having failed to disclose assets of value shall be responsible for all reasonable attorneys' fees and costs ordered by the Court.
24. Subject to the foregoing and subject to full compliance herewith, each of the parties is in all respects, manners and things released and fully discharged from any liability, claims or obligations of any kind or character, whether arising out of the marriage relationship or otherwise, and the foregoing shall be deemed to constitute a full, final and complete property settlement between the parties.

LET JUDGMENT BE ENTERED ACCORDINGLY

This Judgment and Decree shall not be automatically stayed for 30 days.

The foregoing facts were found by me after due hearing, and the foregoing Order thereon is recommended.

Dated: Oct. 15, 2008

David L. Piper
Referee David L. Piper

Findings of Fact, Conclusions of Law, and Order for Judgment approved as of date heard.

Dated: 10/15/08

Susan M. Robins
Judge of District Court

DECREE ENTERED AND JUDGMENT ROLL FILED THIS 31st DAY OF October, 2008.

DECREE ENTERED AND JUDGEMENT ROLL FILED BY THE COURT:
DISTRICT COURT ADMINISTRATOR

OCT 31 2008

Sharla L. Brand
Deputy

APPROVED AS TO FORM:

Dated: 10/13/2008

Dated: 10/13/2008

ORMOND & ZEWISKE

Sonja C. Larson, Esq.
Attorney for Petitioner
510-1st Ave North
Suite 303
Minneapolis, MN 55403
(612)333-6781
Attorney License No. 0386852

Brent Rowan, pro se Respondent

JUL 16 2009

STATE OF MINNESOTA, COUNTY OF HENNEPIN
I hereby certify this 11 page document
to be a true and correct copy of the original
on file and of record in my office.

District Court Administrator

By Angela B. Brown Deputy

FORM 3. APPENDIX A**NOTICE IS HEREBY GIVEN TO THE PARTIES:**

I. PAYMENTS TO PUBLIC AGENCY. According to Minnesota Statutes, section 518A.50, payments ordered for maintenance and support must be paid to the Minnesota child support payment center as long as the person entitled to receive the payments is receiving or has applied for public assistance or has applied for support and maintenance collection services. Parents mail payments to: P.O. Box 64326, St. Paul, MN 55164-0326. Employers mail payments to: P.O. Box 64306, St. Paul, MN 55164.

II. DEPRIVING ANOTHER OF CUSTODIAL OR PARENTAL RIGHTS -- A FELONY. A person may be charged with a felony who conceals a minor child or takes, obtains, retains, or fails to return a minor child from or to the child's parent (or person with custodial or parenting time rights), according to Minnesota Statutes, section 609.26. A copy of that section is available from any court administrator.

III. NONSUPPORT OF A SPOUSE OR CHILD -- CRIMINAL PENALTIES. A person who fails to pay court-ordered child support or maintenance may be charged with a crime, which may include misdemeanor, gross misdemeanor, or felony charges, according to Minnesota Statutes, section 609.375. A copy of that section is available from any district court clerk.

IV. RULES OF SUPPORT, MAINTENANCE, PARENTING TIME.

- A. Payment of support or spousal maintenance is to be as ordered, and the giving of gifts or making purchases of food, clothing, and the like will not fulfill the obligation.
- B. Payment of support must be made as it becomes due, and failure to secure or denial of parenting time is NOT an excuse for nonpayment, but the aggrieved party must seek relief through a proper motion filed with the court.
- C. Nonpayment of support is not grounds to deny parenting time. The party entitled to receive support may apply for support and collection services, file a contempt motion, or obtain a judgment as provided in Minnesota Statutes, section 548.091.
- D. The payment of support or spousal maintenance takes priority over payment of debts and other obligations.
- E. A party who accepts additional obligations of support does so with the full knowledge of the party's prior obligation under this proceeding.
- F. Child support or maintenance is based on annual income, and it is the responsibility of a person with seasonal employment to budget income so that payments are made throughout the year as ordered.
- G. *A Parental Guide to Making Child-Focused Parenting-Time Decisions* is available from any court administrator.
- H. The nonpayment of support may be enforced through the denial of student grants; interception of state and federal tax refunds; suspension of driver's, recreational, and occupational licenses; referral to the department of revenue or private collection agencies; seizure of assets, including bank accounts and other assets held by financial institutions; reporting to credit bureaus; interest charging, income withholding, and contempt proceedings; and other enforcement methods allowed by law.
- I. The public authority may suspend or resume collection of the amount allocated for child care expenses if the conditions of Minnesota Statutes, section 518A.40, subdivision 4, are met.

V. MODIFYING CHILD SUPPORT. If either the obligor or obligee is laid off from employment or receives a pay reduction, child support may be modified, increased, or decreased. Any modification will only take effect when it is ordered by the court, and will only relate back to the time that a motion is filed. Either the obligor or obligee may file a motion to modify child support, and may request the public agency for help. **UNTIL A MOTION IS FILED, THE CHILD SUPPORT OBLIGATION WILL CONTINUE AT THE CURRENT LEVEL. THE COURT IS NOT PERMITTED TO REDUCE SUPPORT RETROACTIVELY.**

VI. PARENTAL RIGHTS FROM MINNESOTA STATUTES, SECTION 518.17, SUBDIVISION 3.
UNLESS OTHERWISE PROVIDED BY THE COURT:

- A. Each party has the right of access to, and to receive copies of, school, medical, dental, religious training, and other important records and information about the minor children. Each party has the right of access to information regarding health or dental insurance available to the minor children. Presentation of a copy of this order to the custodian of a record or other information about the minor children constitutes sufficient authorization for the release of the record or information to the requesting party.

- B. Each party shall keep the other informed as to the name and address of the school of attendance of the minor children. Each party has the right to be informed by school officials about the children's welfare, educational progress and status, and to attend school and parent teacher conferences. The school is not required to hold a separate conference for each party.
- C. In case of an accident or serious illness of a minor child, each party shall notify the other party of the accident or illness, and the name of the health care provider and the place of treatment.
- D. Each party has the right of reasonable access and telephone contact with the minor children.

VII. WAGE AND INCOME DEDUCTION OF SUPPORT AND MAINTENANCE. Child support and / or spousal maintenance may be withheld from income, with or without notice to the person obligated to pay, when the conditions of Minnesota Statutes, section 518A.53, have been met. A copy of that section is available from any court administrator.

VIII. CHANGE OF ADDRESS OR RESIDENCE. Unless otherwise ordered, each party shall notify the other party, the court, and the public authority responsible for collection, if applicable, of the following information within ten days of any change: residential and mailing address, telephone number, driver's license number, social security number, and name, address, and telephone number of the employer.

IX. COST OF LIVING INCREASE OF SUPPORT AND MAINTENANCE. Child support and / or spousal maintenance may be adjusted every two years based upon a change in the cost of living (using the U.S. Department of Labor, Bureau of Labor Statistics, consumer price index Mpls. St. Paul, for all urban consumers (CPI-U), unless otherwise specified in this order) when the conditions of Minnesota Statutes, section 518A.75, are met. Cost of living increases are compounded. A copy of Minnesota Statutes, section 518A.75, and forms necessary to request or contest a cost of living increase are available from any court administrator.

X. JUDGMENTS FOR UNPAID SUPPORT; INTEREST. ACCORDING TO MINNESOTA STATUTES, SECTION 548.091:

- A. If a person fails to make a child support payment, the payment owed becomes a judgment against the person responsible to make the payment by operation of law on or after the date the payment is due, and the person entitled to receive the payment or the public agency may obtain entry and docketing of the judgment **without notice** to the person responsible to make the payment.
- B. Interest begins accruing on a payment or installment of child support whenever the unpaid amount due is greater than the current support due.

XI. JUDGMENTS FOR UNPAID MAINTENANCE. A judgment for unpaid spousal maintenance may be entered and docketed when the conditions of Minnesota Statutes, section 548.091, are met. A copy of that section is available from any court administrator.

XII. ATTORNEY FEES AND COLLECTION COSTS FOR ENFORCEMENT OF CHILD SUPPORT. A judgment for attorney fees and other collection costs incurred in enforcing a child support order will be entered against the person responsible to pay support when the conditions of Minnesota Statutes, section 518A.735, are met. A copy of that section and forms necessary to request or contest these attorney fees and collection costs are available from any court administrator.

XIII. PARENTING TIME EXPEDITOR PROCESS. On request of either party or on its own motion, the court may appoint a parenting time expeditor to resolve parenting time disputes under Minnesota Statutes, section 518.1751. A copy of that section and a description of the expeditor process is available from any court administrator.

XIV. PARENTING TIME REMEDIES AND PENALTIES. Remedies and penalties for wrongful denial of parenting time are available under Minnesota Statutes, section 518.175, subdivision 6. These include compensatory parenting time; civil penalties; bond requirements; contempt; and reversal of custody. A copy of that subdivision and forms for requesting relief are available from any court administrator.

(SCAO rev. 01/01/07)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No.: 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

Randall L. Seaver, Trustee,

Adv. Case No.: 09-5____

Plaintiff,

vs.

Christi M. Rowan,

Defendant.

**MEMORANDUM IN SUPPORT OF EX PARTE
MOTION FOR TEMPORARY RESTRAINING ORDER**

INTRODUCTION

The facts relevant to this motion are contained in the verified Notice of Hearing and Motion which has been served and filed herewith. Plaintiff Randall L. Seaver, Trustee ("**Trustee**") seeks a temporary restraining order ("**TRO**") with respect to Defendant Christi M. Rowan ("**Defendant**").

Plaintiff submits that relief may be afforded under Bankruptcy Rule 7065 and 11 U.S.C. §105. Ex parte relief is appropriate. "The ex parte temporary restraining order is indispensable to the commencement of an action when it is the sole method of preserving a state of affairs in which the court can provide effective final relief In these situations, giving the defendant notice of the application for an injunction could result in an inability to provide any relief at all." *Matter of Sullivan Car Sales*, 2 B.R. 350, 356 (Bankr. D. Me. 1980), citing, Wright & Miller, Federal Practice and Procedure: Civil s 2951, at 500 et seq.

ARGUMENT

I. INJUNCTIVE RELIEF

A. Standard for Injunctive Relief

The purpose of a temporary restraining order is to preserve the status quo of the parties until the court has an opportunity to rule upon the merits of a preliminary injunction. A temporary restraining order will be granted upon the showing of irreparable injury and probable success on the merits. *International Association of Machinists and Aerospace Workers v. National R. Labor Conference*, 310 F.Sup. 904 (D.C. Col. 1970). In the Eighth Circuit the standards for obtaining a temporary restraining order are the same as those for obtaining a preliminary injunction. *S.D. McLaughlin & Co. v. Tudor Oaks Condominium Project*, 877 F.2d 707, 708 (8th Cir. 1989). In order to obtain preliminary injunctive relief, the plaintiff must show:

1. A probability of success on the merits;
2. A threat of irreparable harm;
3. That the balance of hardships favors the plaintiff; and,
4. That granting preliminary relief favors the public interest.

Data Phase Systems, Inc. v. C.L. Systems, Inc., 640 F.2d 109, 114 (8th Cir. 1981). The Trustee's motion meets all of the requirements for issuance of a temporary restraining order on an ex parte basis as described below.

1. Threat of Irreparable Harm

The irreparable harm element is met in the bankruptcy context “[w]here there is a showing that the action sought to be enjoined would embarrass, burden, delay or otherwise impede the reorganization proceedings or if the stay is necessary to preserve or protect the debtor’s estate and

reorganization prospects . *Carabetta Enterprises, Inc. v. City of Asbury Park (In re Carabetta)*, 162 B.R. 399, (Bankr. D. Conn. 1993) (citing, *Alert Holdings, Inc. v. Interstate Protective Servs., Inc. (In re Alert Holdings, Inc.)*, 148 B.R. 194, 200 (Bankr. S.D. N.Y. 1992)). Relief is needed herein to protect assets of the estate which may be dissipated without Court intervention.

Many estate assets are in the possession of the Defendant, and the Defendant has received transfers exceeding \$100,000.00 in value in the year prior to the Debtor's filing. Given the Defendant's financial situation, as set forth in her October, 2008 marriage dissolution, if she disposes of transfers, or secretes estate assets or receivable transfers, the estate will not be able make a recovery.

2. Balancing of the Harms

The harm to the bankruptcy estate would be great if an injunction were not to issue. Estate assets controlled by Defendant may be significant. The transfers made to her exceed \$100,000.00. On the other hand, Defendant's own personal assets are not involved in this motion. As Defendant has no interest in Debtor's assets, and no right to retain assets or fraudulent transfers to her, she would suffer no harm herein. The rights of all parties will be protected and preserved if the TRO is issued.

3. Likelihood of Success on The Merits

Items which were assets of the Debtor are now property of this estate and subject to recovery pursuant to 11 U.S.C. §542(a). The Trustee will prevail in obtaining those assets from her.

Additional assets exceeding \$100,000.00 were transferred to the Defendant in the year prior to filing. The Debtor categorized "100,000" of those transfers as "gifts." In other words, no value was given to the Debtor for those transfers. The Trustee will be able to recover those items through

his avoidance powers under 11 U.S.C. §548. That is so because, as indicated by the schedules, the Debtor was insolvent. The Debtor did not receive reasonably equivalent value for the transfers.

The Debtor professes not to know what he did with \$47,000.00 of jewelry that he purchased from Chanel in March 2008. Given this background it is quite likely that the Defendant is in possession of jewelry given to her by the Debtor.

Further, it appears that the Transfers may also be avoidable under §548(a)(1)(A). That is so because even at this early stage of the Hecker case, the Trustee can establish many of the badges of fraud set forth at Minn. Stat. §513.45. The factors that are established, even at this point, are transfer to an insider, the Debtor had been threatened with suit, there was not reasonably equivalent value, the Debtor was insolvent and transfers were made after entry of a large judgment.

Finally, as to preservation of information, the Trustee is absolutely entitled to turnover of such information pursuant to 11 U.S.C. §542(e). The Trustee will prevail on this issue.

4. Public Interest

Public interest certainly favors protecting and preserving assets of the estate.

II. NEED FOR EX PARTE RELIEF

No attempt has been made to effect service of the moving papers upon the Defendant prior to the scheduled ex parte hearing. The Trustee is seeking ex parte relief because of his concern that if prior notice of the hearing is given in this case, actions will be undertaken by Defendant to diminish assets and cause irreparable harm to the estate's interests in this case. The Defendant has unfettered control over estate assets and if such assets are in a safe deposit box, any secreting of those assets if notice was given, would be difficult to discover.

III. BOND

Pursuant to Bankruptcy Rule 7065(c), the Court is not required to order that security be put in place before granting injunctive relief.

CONCLUSION

Defendant should be enjoined from disposing, transferring, secreting or destroying the Property or Information, requiring Defendant to turnover all Information and Property, including giving access to safe deposit boxes, if any, exclusive of the '08 Assets.

**LEONARD, O'BRIEN,
SPENCER, GALE & SAYRE LTD.**

Dated: July 22, 2009

By: /e/ Matthew R. Burton
Matthew R. Burton #210018
Attorneys for Trustee
100 South Fifth Street, Suite 2500
Minneapolis, MN 55402
(612) 332-1030

405946

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No.: 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

Randall L. Seaver, Trustee,

Adv. Case No.: 09-5__

Plaintiff,

vs.

AFFIDAVIT OF RANDALL L. SEAYER, TRUSTEE

Christi M. Rowan,

Defendant.

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

1. I am the Trustee in the above matter and have personal knowledge of the facts contained herein.

2. The facts detailed in the verified notice of hearing and motion, served and filed herewith, are true to the best of knowledge, information and belief.

3. Since the commencement of this case, I have received information from the Debtor, Dennis E. Hecker ("**Debtor**"), and third parties regarding the assets of the Debtor and his financial affairs.

4. My review of the Debtor's financial records makes clear that Defendant Christi M. Rowan ("**Defendant**") has: (a) received significant asset transfers from the Debtor in the year

prior to filing, and (b) lives in a home (“**Northridge**”) valued by Hennepin County in excess of \$1.8 million and which is titled in the Debtor’s name without having, as June 15, 2009, paid rent.

5. Debtor testified at the first meeting of creditors that Defendant had improved Northridge thus gaining a credit as to her rental obligation and that the first payments would be due in August of 2009. However, my preliminary review of certain records provided to me by the Debtor indicates that the Debtor paid BCR Construction at least \$30,000.00 in March 2009.

6. I have reviewed records related to Defendant’s marital dissolution, which occurred in the fall of 2008, and they reveal limited assets.

7. In examining information produced by the Debtor, I have located what appear to be transfers to the Defendant as follows:

- (a) Transfer of \$60,000 fur coat;
- (b) Payment by the Debtor from TCF account by check number 5068, in the amount of \$20,000 in January, 2009;
- (c) Payment by the Debtor from TCF account by check number 5079, in the amount of \$7,300 in March, 2009;
- (d) Payment by the Debtor from TCF account by check number 5093, in the amount of \$13,000 in March, 2009;
- (e) Payment by the Debtor from USB/Wells primary checking account, by check number 5503, in the amount of \$8,000 in March, 2009.
- (f) Payment by the Debtor from TCF account, by check number 5112, in the amount of \$10,500 in March 18, 2009.

Copies of statements and documents evidencing transfers by the Debtor relevant to this motion are attached hereto as Exhibit A.

8. There is no way for me to secure the assets, if any, in such safe deposit boxes without the assistance of a temporary restraining order (“**TRO**”) to assure that what exists in any such safe deposit boxes remains there. If Defendant could access such boxes, at all, knowing that I am looking to see the contents, it would be simple for her to relocate any property of the estate therein.

9. The Defendant is in possession of furniture in which the estate has an ownership interest. I believe that the Defendant may be in possession of additional property of the estate and information relating to the estate. The Debtor testified that his furniture, formerly in a residence in Scottsdale, AZ, was moved to Northridge. What I believe to be the credit card statement showing costs for moving the furniture is attached hereto as Exhibit B.

10. Attached hereto as Exhibit C is a true and correct copy of an inventory of watches turned over to me by the Debtor after I commenced Adversary Proceeding No. 09-5020.

11. Attached hereto as Exhibit D is a receipt for \$47,025.00 in jewelry purchased by Mr. Hecker in March, 2008. He testified at the Section 341 hearing that he didn't know to whom he had given the jewelry.

12. Mr. Hecker brought a lot of expensive jewelry, and, in some instances, gave it away.

13. After I sought further jewelry from the Debtor in Adversary Proceeding No. 09-5020, he turned over to me approximately 53 watches. He had disclosed 5 Rolex watches in his Schedule B, but after the suit turned over additional Rolex watches. See Exhibit C attached hereto.

14. At the meeting of creditors, the Debtor testified that approximately \$17,000.00 in cash was seized when governmental authorities executed a search warrant after the commencement of this case.

15. A TRO will allow me, as Trustee, to learn the contents of the Defendant's safe deposit boxes (if any) and will require her to disclose and maintain other assets or information in her possession or control.

16. I believe that the estate may suffer irreparable harm if the TRO does not issue because estate property could become unavailable.

17. If Defendant was provided notice of this hearing, the value and usefulness of an injunction would be compromised.

FURTHER YOUR AFFIANT SAYETH NOT.

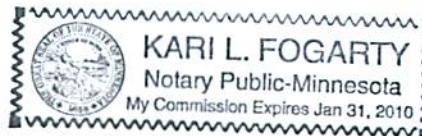


Randall L. Seaver

Subscribed and sworn to before me
this 22 day of July, 2009.



Notary Public



TCF Affinity Checking

3/20/09	CHK PRINTING S-H FEE
3/25/09	DEPOSIT
4/23/09	INTEREST PAID
5/14/09	CHECK
5/21/09	INTEREST PAID
5/28/09	CHECK

TCF Affinity

(6)	Service Charge or Fee	
2,000	Deposit	
0	Interest Deposit	
(500)	1001 Check	Cash
0	Interest Deposit	
(1,494)	1002 Check	Transfer - TCF

0

TCF Premier Checking

3/11/09	DEPOSIT
3/12/09	RETURNED DEPOSITED ITEM
3/12/09	RETURN DEPOSIT ITEM FEE
3/13/09	DEPOSIT
3/13/09	DEPOSIT
3/13/09	DEPOSIT
3/13/09	CHECK
3/16/09	DEPOSIT
3/16/09	DEPOSIT
3/16/09	DEPOSIT
3/16/09	WITHDRAWAL-WIRE TRANSFER
3/16/09	CHECK
3/17/09	DEPOSIT
3/17/09	DEPOSIT
3/17/09	WITHDRAWAL-WIRE TRANSFER
3/17/09	UNAVL FDS FEE-ITEM PD
3/18/09	CHECK
3/19/09	DEPOSIT
3/19/09	DEPOSIT
3/19/09	CHECK
3/20/09	DEPOSIT
3/20/09	DEPOSIT
3/20/09	UNAVL FDS FEE-ITEM PD
3/23/09	DEPOSIT
3/23/09	CHECK
3/23/09	CHECK
3/24/09	DEPOSIT-WIRE TRANSFER
3/24/09	WIRE TRANSFER FEE
3/24/09	DEPOSIT
3/24/09	WITHDRAWAL
3/25/09	RETURN DEPOSIT ITEM FEE
3/27/09	WITHDRAWAL
3/30/09	NSF FEE-ITEM NOT PAID
3/31/09	UNAVL FDS FEE-ITEM NT PD
3/31/09	NSF FEE-ITEM NOT PAID
4/1/09	DEPOSIT
4/1/09	CHECK
4/8/09	DEPOSIT-WIRE TRANSFER
4/8/09	WIRE TRANSFER FEE
4/8/09	DEPOSIT
4/8/09	CHECK
4/10/09	DEPOSIT
4/10/09	MINIMUM BALANCE FEE
4/10/09	INTEREST PAID
4/13/09	DEPOSIT-WIRE TRANSFER
4/13/09	WIRE TRANSFER FEE
4/13/09	DEPOSIT
4/13/09	CHECK
4/13/09	CHECK
4/14/09	DEPOSIT
4/14/09	CHECK
4/14/09	CHECK
4/14/09	CHECK
4/14/09	CK#5126 XCEL ENERGY
4/14/09	CHECK
4/15/09	DEPOSIT
4/15/09	DEPOSIT
4/15/09	CHECK
4/16/09	DEPOSIT
4/16/09	CHECK
4/17/09	DEPOSIT
4/17/09	DEPOSIT
4/17/09	CHECK
4/17/09	CHECK
4/17/09	CHECK
4/28/09	CHECK
4/28/09	CHECK
4/28/09	CHECK

111,664		
25,000	Deposit	DEH - USBank
(108,630)	Other Withdrawal	Toyota Motor Credit
(13)	Service Charge or Fee	Fee
52,499	Deposit	IG Toyota
25,000	Deposit	IG Toyota
5,000	Deposit	Walden Payroll Services
(52,500)	5109 Check	Walden Payroll Services
42,874	Deposit	IG Toyota
15,000	Deposit	IG Toyota
15,000	Deposit	Jacob Properties Ma
(40,000)	Other Withdrawal	Jacob Properties Ma
(42,000)	5110 Check	Brainerd Toyota
20,123	Deposit	IG Toyota
4,884	Deposit	DEH - USBank
(33,007)	Other Withdrawal	Toyota Motor Credit
(70)	Service Charge or Fee	Fee
(10,500)	5112 Check	C Rowan
25,000	Deposit	IG Toyota
20,000	Deposit	
(50,000)	5113 Check	Brainerd Toyota
25,000	Deposit	12.5K DEH USB / 12.5K IPN
25,000	Deposit	IG Toyota
(35)	Service Charge or Fee	Fee
25,000	Deposit	IG Toyota
(44,567)	5117 Check	Toyota Motor Credit - IG
(25,378)	5116 Check	Toyota Motor Credit - Brainerd
25,000	Deposit	Jacob Properties Ma
(13)	Service Charge or Fee	Fee
44,567	Deposit	IG Toyota
(50,706)	Other Withdrawal	TCF Real Estate Loans
(13)	Service Charge or Fee	Fee
(47,812)	Other Withdrawal	TCF Real Estate Loans
(13)	Service Charge or Fee	Fee
(35)	Service Charge or Fee	Fee
(35)	Service Charge or Fee	Fee
2,500	Deposit	DEH Drake
(3,000)	5121 Check	Cash
5,000	Deposit	SW Cadillac - BOW
(13)	Service Charge or Fee	Fee
1,571	Deposit	Mloc Individuals
(2,000)	5124 Check	Cash - DHAG
94,226	Deposit	Jacob Properties Ma
(13)	Service Charge or Fee	Fee
17	Interest Deposit	Fee
3,500	Deposit	DHAG BOW
(13)	Service Charge or Fee	Fee
4,300	Deposit	23K Quinlan 106 Marlinar / 2K DEH USBank
(4,000)	5133 Check	Cash
(50,000)	5128 Check	Mirage
5,000	Deposit	Brainerd Toyota
(1,446)	5130 Check	Put Terhaar
(1,263)	5125 Check	Premier Aquarium
(97)	ACH Withdrawal	Xcel
(77)	5131 Check	Put Terhaar
5,532	Deposit	DEH - SK USBank
5,000	Deposit	Brainerd Toyota
(500)	5136 Check	Cash - DHAG
351	Deposit	Fashn Ave Refund
(350)	5148 Check	Cash
6,500	Deposit	4K Sullivan / 2.5K USBank
7,937	Deposit	Xcel
(5,000)	5150 Check	Cash - IG Toyota
(2,000)	5151 Check	Cash - IG Toyota
(5,000)	5129 Check	Halbag Defense
(175)	5139 Check	Open
(43,000)	5153 Check	DEH - Signature
(5,000)	5134 Check	Riverwood Bank - Jacob Edgewood

EXHIBIT

tabbles



April Statement for activity from Mar. 20, 2009 through Apr. 21, 2009
DENNIS E HECKER

Inquiries: 1-877-978-7446
Page 2 of 3

03/24	03/24	2358	1-800-FLOWERS.COM, INC. 800-468-1141 NY	63.98
03/25	03/23	5657	REDSTONE HOPKINS MN.....	68.26
03/25	03/24	3193	SOURCEGAS DISTRIBUTION LAKEWOOD CO.....	800.00
03/26	03/25	6680	POTBELLY 104 PLYMOUTH MN.....	27.49
03/27	03/25	1646	MHC COMPANIES 952-8820884 MN.....	340.37
03/27			RETURNED PAYMENT FEE	39.00
03/27		7200	PAYMENT REVERSAL	2,456.18
			DEBIT ADJUSTMENT	
03/30	03/28	0667	07813068 HOTEL CASA DO CABO SAN LUCA MX.....	362.57
			355.47 US DOLLAR +FRGNFEE \$7.10	
03/30	03/27	2831	DIRECT IN3372104438571 800-3596786 MN	1,558.35
			ROWAN/F 04/01/09	
			SANJOSE, ME TO MINN ST PAUL	
03/30	03/27	5735	EXPEDIA*TRAVEL 800-367-3476 NV	3,131.34
03/30	03/27	7921	EXPEDIA*TRAVEL 800-367-3476 NV	658.14
03/31	03/29	4094	SIMPLY GRAND CLEANING 480-802-1892 CO	135.00
04/01	03/29	4063	THE OFFICE CABO SAN LUCA MX.....	178.08
			174.59 US DOLLAR +FRGNFEE \$3.49	
04/01	03/30	2886	REDSTONE HOPKINS MN.....	39.93
04/01	03/30	3530	ORB AP1801013268YF5T ORBITZ.COM IL.....	6.99
04/01	03/30	1014	NWA AIR 0127017928921 MANKATO MN.....	489.20
			ROWAN/CHRISTI 04/12/09	
			MINN ST PAUL TO DALLAS	
			DALLAS TO MINN ST PAUL	
04/01	03/31	6815	ORB AP120101NKDVGX5T ORBITZ.COM IL.....	20.97
04/02	03/31	8472	AMERICAN 0011570630576 MANKATO MN.....	197.20
			ROWAN/CHRISTI 04/17/09	
			MINN ST PAUL TO DALLAS	
			DALLAS TO MINN ST PAUL	
04/02	03/31	8480	AMERICAN 0011570630577 MANKATO MN.....	197.20
			ROWAN/FYSHER 04/17/09	
			MINN ST PAUL TO DALLAS	
			DALLAS TO MINN ST PAUL	
04/02	03/31	8498	AMERICAN 0011570630578 MANKATO MN.....	197.20
			CAMPUZANO/RACH 04/17/09	
			MINN ST PAUL TO DALLAS	
			DALLAS TO MINN ST PAUL	
04/02	03/31	9975	TRAVEL INSURANCE POLIC 800-729-8021 VA.....	49.50
04/02	03/31	4660	MICRO CENTER #045 RETA ST LOUIS PARK MN.....	256.54
04/02	04/01	2557	FONTAINEBLEAU RESORT MIAMI BEACH FL.....	902.87
			03/31/09	
			FOLIO: 0003137824	
04/02			RETURNED PAYMENT FEE	39.00
04/02			RETURNED PAYMENT FEE	39.00
04/02		4515	PAYMENT REVERSAL	3,500.00
			DEBIT ADJUSTMENT	
04/02		4832	PAYMENT REVERSAL	5,295.98
			DEBIT ADJUSTMENT	
04/03	03/31	4063	THE OFFICE CABO SAN LUCA MX.....	86.12
			84.44 US DOLLAR +FRGNFEE \$1.68	
04/03	04/01	0120	DEBBRA ANN FORD 952-927-8528 MN.....	100.00
04/03	04/02	0669	07813068 HOTEL CASA DO CABO SAN LUCA MX.....	1,296.39
			1270.98 US DOLLAR +FRGNFEE \$25.41	
04/03	04/02	5143	BWI*BOINGO WIRELESS 800-880-4117 CA.....	9.95
04/06	04/03	0014	TARGET CENTER 612-673-1313 MN	94.00
04/06	04/03	0022	TARGET CENTER 612-673-1313 MN	435.00
04/08	04/04	1350	STIOPHIS, INC 866-786-2482 CA	463.20
04/07		3504	RUSH CARD REQ	15.00
			DEBIT ADJUSTMENT	
04/14	04/13	0022	MARK T SCHAEFER, PH.D. BLOOMINGTON MN.....	1,042.00
04/20	04/17	6137	HOLIDAY STNSTORE 3776 ST. CLOUD MN.....	66.29
04/20	04/17	4330	EDWIN WATTS GOLF #13 ORLANDO FL.....	2,090.94
Finance Charges	04/21		***FINANCE CHARGE***INTEREST	426.93

Deposit (2/11) from Inver Grove Toyota	37,000
Deposit (2/12) from Inver Grove Motors LLC (Toyota)	26,000
Deposit (2/18) from Florida Power (Refund)	34
Deposit (2/18) from Florida Power (Refund)	433
Deposit (2/19) Stillwater Cadillac	224,395
Deposit (2/19) from JP of MN	60,000
Deposit (2/23) from JP of MN	138,000
WT (2/24) DEH (JP Morgan)	110,000
Deposit (2/26) from Inver Grove Toyota	40,000
Deposit (2/26) from Dennis E. Hecker (15k Drake / 15k Crown)	30,000
Deposit (2/26) from DHAG (CK # 1980)	16,280
Deposit (2/27) from DHAG (CK # 1981)	16,250
Deposit (2/27) from Dennis E. Hecker (US Bank)	14,351
WT (3/2) from Kaplan, Strangis & Kaplan, P.A. (TX Parcel-JPM)	171,768
Deposit (3/2) from Inver Grove Motors (Toyota)	25,000
Check Printing Charge Reversal (3/3)	6
Withdrawal Correction (3/4) - Real Estate	29,633
Withdrawal Correction (3/4) - Real Estate	23,032
Withdrawal Correction (3/4) - Real Estate	22,789
Withdrawal Correction (3/4) - Real Estate	16,480
Withdrawal Correction (3/4) - Real Estate	6,496
Withdrawal Correction (3/4) - Real Estate	6,496
Deposit (3/4) from IG Motors (Toyota)	36,582
WT (3/8) from Diversified Investments - DEH 401k Loan	60,000
Deposit (3/9) from Toyota Motor Credit	100,880
Deposit (3/9) from Inver Grove Toyota	25,000
WT (3/10) from JP of MN	25,000
Deposit (3/10) from JP of MN	80,000
Deposit (3/10) from DHAG (\$16,260) & Vision (\$10,000)	28,260
Interest	116
Check # 5078 to BCR Construction	(20,000)
Check # 5079 DEH C Rowan	(7,300)
Check # 5080 to Walden Payroll Services	(25,000)
Check # 5081 to Dennis E. Hecker (US Bank)	(20,000)
Check # 5082 to Toyota Motor Credit	(128,904)
Check # 5083 to Advantage LAX Hyundai	(38,000)
Check # 5084 to Brainerd Toyota	(8,000)
Check # 5085 to St. Cloud Hyundai	(200,000)
Check # 5086 to Brainerd Toyota	(14,350)
Check # 5087 to Inver Grove Toyota	(65,000)
Check # 5088 to JP of MN	(65,000)
Check # 5089 to BCR Construction	(10,000)
Check # 5090 to Advantage LAX Hyundai	(10,000)
Check # 5092 to Brainerd Toyota	(42,000)
Check # 5093 DEH C Rowan	(13,600)
Check # 5100 to Dennis E. Hecker (US Bank)	(60,000)
Check # 5102 to Brainerd Toyota	(37,360)
Check # 5103 to Inver Grove Motors	(87,000)
Check # 5104 to Advantage LAX Hyundai	(89,000)
Check # 5106 to Toyota Motor Credit	(24,392)
Check # 5106 to Advantage LAX Hyundai	(48,000)
Check # 5107 to Toyota Motor Credit	(100,680)
Check # 5108 to Toyota Motor Credit	(44,290)
Withdrawal (2/14) DEH - TCF Loan Fees	(20,000)
WT (2/18) Jacob Properties Of Minnesota	(30,000)
WT Fee (2/19)	(25)
WT Fee (2/24)	(16)
Check Printing Fee (2/27)	(6)
WT Fee (3/2)	(16)
Automated Withdrawal Loan Payment (3/2) - Real Estate	(29,633)
Automated Withdrawal Loan Payment (3/2) - Real Estate	(23,032)
Automated Withdrawal Loan Payment (3/2) - Real Estate	(22,789)
Automated Withdrawal Loan Payment (3/2) - Real Estate	(16,480)
Automated Withdrawal Loan Payment (3/2) - Real Estate	(6,496)
Automated Withdrawal Loan Payment (3/2) - Real Estate	(6,496)
Returned Deposit Item (3/4) DEH (Drake Bank return item)	(16,000)
Returned Deposit Item Fee (3/4)	(16)
NSF Fee (3/4)	(70)
WT Fee (3/8)	(16)
Unavailable Funds Fee (3/9)	(36)
NSF Fee (3/9)	(35)
WT Fee (3/10)	(16)
NSF Fee (3/10)	(36)
<hr/>	
Net March 2009	62,461
<hr/>	
Balance @ March (10th) 2009	111,664

Dennis E. Hecker
TCF Bank (Preferred Checking)
Personal Cash Activity

Account # 1002

Balance @ January (12th) 2009

29,125

Deposit (1/28) (Drake / Vision / Associated)	6,800
WT (1/30) DEH (Loan proceeds Crown Bank)	600,000
WT (1/30) Maine & Trust - Jacob	171,240
Deposit (2/2) from Derek & Michelle Cherns	100,000
WT (2/3) Fleet - Sig Bank	200,000
Deposit (2/3) Fleet - Sig Bank	430,000
Unavailable Funds Overdraft Fee (2/4)	175
Deposit (2/6) DHAG	16,000
WT (2/8) from JP of MN (US Bank)	75,000
Deposit (2/9) from Inver Grove Toyota	43,300
Deposit (2/9) from DEH (US Bank)	30,000
Deposit (2/9) from Inver Grove Toyota	30,000
Interest	177
Check # 5066 to American Express	(35,000)
Check # 5067 to American Express	(22,981)
Check # 5068 DEH C Rowen	(20,000)
Check # 5069 to Mirage	(300,000)
Check # 5071 to Walden Investment Company	(45,000)
Check # 5072 to Walden Investment Company	(50,000)
Check # 5073 to Jacob Motors of St. Cloud	(25,000)
Check # 5074 to Inver Grove Toyota	(30,000)
Check # 5075 to Walden Investment Company	(84,000)
Check # 5076 to Inver Grove Toyota	(37,000)
Check # 5077 to Advantage LAX Hyundai	(45,000)
Withdrawal (1/22) - TCF Loan payments	(15,588)
WT Fee (1/30)	(15)
WT Fee (1/30)	(15)
WT (1/30) to Walden Investment Company	(125,000)
WT Fee (1/30)	(25)
WT (2/2) to Walden Investment Company	(250,000)
WT Fee (2/2)	(25)
Automated Withdrawal Loan Payment (2/2) - Real Estate	(32,808)
Automated Withdrawal Loan Payment (2/2) - Real Estate	(25,499)
Automated Withdrawal Loan Payment (2/2) - Real Estate	(25,231)
Automated Withdrawal Loan Payment (2/2) - Real Estate	(17,102)
Automated Withdrawal Loan Payment (2/2) - Real Estate	(9,086)
Automated Withdrawal Loan Payment (2/2) - Real Estate	(9,086)
WT Fee (2/3)	(15)
Unavailable Funds Overdraft Fee (2/4)	(175)
WT (2/6) to Walden Investment Company	(141,000)
WT Fee (2/6)	(25)
WT (2/6) to Advantage LAX Hyundai	(102,000)
WT Fee (2/6)	(25)
WT Fee (2/6)	(15)

Net February 2009

30,072

Balance @ February (10th) 2009

69,203

Rowan

First Federal Savings Bank
Will Plummer

5503	03/30/2009	\$8,000.00
5505	04/01/2009	\$5,000.00
5520	04/21/2009	\$2,000.00

Hecker Capital - Bremer

Centerpoint Energy
Bernick, Lifson, Greestein

5058	03/23/2009	\$1,924.07
5057	03/20/2009	\$897.49

February Statement for activity from Jan. 21, 2009 through Feb. 18, 2009
DENNIS E HECKERInquiries: 1-877-978-7446
Page 2 of 3

Transactions	Post Date	Trans Date	Ref. Nbr	Description of Transaction	Amount
	02/02	01/30	4588	DIRECT IN3372104362148 800-3596786 MN.....	82.68
	02/02	01/30	4596	DIRECT IN3372104362152 800-3596786 MN.....	89.26
				HECKER/T 03/01/09	
				SAN JOSE, ME TO MINN ST PAUL	
	02/02	01/30	4612	DIRECT IN3372104362154 800-3596786 MN.....	99.26
				HECKER/S 03/01/09	
				SAN JOSE, ME TO MINN ST PAUL	
	02/03	02/02	0380	MINNESOTA VISION THERA 952-844-0844 MN	165.00
	02/04	02/02	4090	SIMPLY GRAND CLEANING 480-802-1992 CO	135.00
	02/09	02/06	4111	OFFICE DEPOT #558 SAN CARLOS CA	595.14
	02/09	02/06	0399	KNIGHTNET ENTERPRISES 213-625-2000 CA	19.95
	02/09	02/08	4316	DIRECT IN3372104375932 800-3596786 MN.....	539.20
				HECKER/S 02/11/09	
				MINN ST PAUL TO PHOENIX ARIZ	
	02/09	02/08	6022	DIRECT IN3372104375788 800-3596786 MN.....	294.20
				MERNIK/M 02/11/09	
				MINN ST PAUL TO PHOENIX ARIZ	
				PHOENIX ARIZ TO OFF-AIRPORT	
	02/10	02/08	5716	USAIRWAYS0372337757303 800-428-4322 AZ	209.60
				BUSH/STEVE 02/11/09	
				MINN ST PAUL TO PHOENIX ARIZ	
	02/10	02/08	5724	USAIRWAYS0372337757304 800-428-4322 AZ	209.60
				SCHULTZ/CARL 02/11/09	
				MINN ST PAUL TO PHOENIX ARIZ	
	02/10	02/08	0708	USAIRWAYS0372337758291 800-428-4322 AZ	281.00
				HECKER/TAMITHA 02/12/09	
				PHOENIX ARIZ TO SAN JOSE, ME	
	02/10	02/08	0716	USAIRWAYS0372337758292 800-428-4322 AZ	281.00
				HECKER/SYDNEY 02/12/09	
				PHOENIX ARIZ TO SAN JOSE, ME	
	02/10	02/09	0388	MINNESOTA VISION THERA 952-844-0844 MN	165.00
	02/11	02/09	6341	ERBERT & GERBERTS SUBS PLYMOUTH MN	35.76
	02/11	02/10	1096	JUST IN TIME MOVING AN 480-213-0395 AZ	48.07
	02/11	02/10	1096	JUST IN TIME MOVING AN 480-213-0395 AZ	2,090.00
	02/13	02/12	0189	COOKIES BY DESIGN #246 ORLANDO FL	92.63
	02/13	02/12	5637	DTV DIRECTV SERVICE 800-347-3288 CA	254.47
	02/17	02/16	0387	MINNESOTA VISION THERA 952-844-0844 MN	165.00
	02/17	02/14	5519	DICK'S SPORTING GOODS MAPLE GROVE MN	147.24
	02/17	02/13	5115	ENTERPRISE RENT-A-CAR BURLINGAME CA	529.73
				02/14/09	
				RENTL: D416103	
				PENINSULA DO	
	02/17	02/13	5797	BROMELAND PUBLISHING I BLUE EARTH MN	92.00
	02/18	02/16	4094	SIMPLY GRAND CLEANING 480-802-1992 CO	135.00
	02/18	02/17	1099	JUST IN TIME MOVING AN 480-213-0395 AZ	6,414.90
Finance Charges	02/18			***FINANCE CHARGE***INTEREST	392.76

Rate Summary	Balance By Type	Avg Daily Balance	Daily Periodic Rate	Rate Type	Interest	Corresp APR	APR	Grace
BALANCE TRANSFER	\$0.00	\$0.00	0.037671%	VARIABLE	\$0.00	13.75%	0.00%	N
PURCHASES	\$45,851.29	\$35,952.01	0.037671%	VARIABLE	\$392.76	13.75%	13.75%	Y
ADVANCES	\$0.00	\$0.00	0.057506%	VARIABLE	\$0.00	20.99%	0.00%	N

WorldPerks Visa Miles

WorldPerks Number 110376011

Miles earned from your WorldPerks Visa card

This Statement
2009 Year to Date

Description of Miles Activity

Earned Miles for Net Purchases

Total Miles Activity

20,060
20,06023,715
23,715

EXHIBIT

B

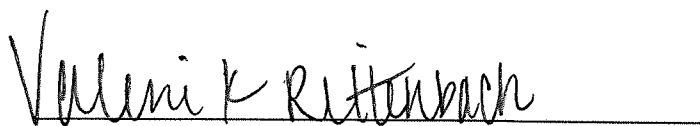
RECEIPT

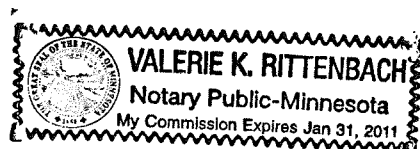
I, Matthew R. Burton, acknowledge the following:

I have received the following personal property of Dennis E. Hecker:

See attached Exhibit A


Matthew R. Burton





Subscribed and sworn to before me
This 14th day of July, 2009.



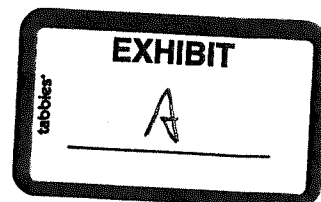
○ Pavari	
✓ Breitling	
✓ Porsche	Red Maron
✓ Bulgari	Black - look alike
✓ Lockman	Orange
✓ Swiss Army	Black - look alike
○ Panari	Orange
✓ Panari	
✓ Breitling	Leather Band- L/A
✓ Breitling	Black Strap
✓ Tiger	Silver
✓ Techo	Blue
○ Recho	Black
○ Vershe	
✓ Swiss Army <i>Stainless</i>	
✓ Swiss Army	
✓ Emporio <i>(Armani)</i>	
✓ Momo	
✓ Rolex	Yachtmaster Gold
✓ Tiger	Black
✓ Sub Mariner	Black
✓ Breitling	Black
✓ Corum	
○ Panerai	Gold
✓ Panerai	Black Strap
○ Damiani	
○ Verchge	
✓ Range Rover	Chev
✓ Tommy Bahama	Brown
✓ Grioidi	Black
✓ Tom Helitzer	
○ YBCom	Black
✓ Rolex	Gold Daytona
✓ Rolex	Celeni
✓ Breitling	Silver
○ Hublot	Black
✓ Hublot	Big Bang
✓ Mont Blanc	
✓ Mont Blanc	
✓ Submariner	Stainless/ Gold
✓ Rolex Day Date	Diamonds
✓ Rolex Submariner	Gold Blue
✓ Rolex	Platinum <i>(Day Date)</i>
✓ Baume	Black
✓ Mont Blanc	
✓ Kobold <i>(2)</i>	
✓ Officina	
✓ European	
✓ Rolex Daytona	
✓ Rolex Yacht Master	
✓ 1 Ring	
✓ 1 Clock	
✓ Versace	
✓ Techno Yellow	
✓ Versace	
✓ Panari	

✓ Panerai Luminor (2)

✓ Hublot Big Bang

~~✓ Rolex Submariner (Gold) (2)~~

Nixon



○ Pavari	
✓ Breitling	
✓ Porsche	Red Maron
✓ Bulgari	Black - look alike
✓ Lockman	Orange
✓ Swiss Army	Black - look alike
○ Panari	Orange
✓ Panari	
✓ Breitling	Leather Band- L/A
✓ Breitling	Black Strap
✓ Tiger	Silver
✓ Techo	Blue
○ Recho	Black
○ Vershe ?	
✓ Swiss Army	
✓ Swiss Army	
✓ Emporio (Armani)	
✓ Momo	
✓ Rolex	Yachtmaster Gold
✓ Tiger	Black
16 ○ Sub Mariner	Black
✓ Breitling	Black
✓ Corum	
○ Panerai	Gold
✓ Panerai	Black Strap
✓ Damiani	
○ Verchge ?	
✓ Range Rover	Chev
✓ Tommy Bahama	Brown
✓ Grioidi	Black
✓ Tom Helitzer	
○ YBCom	Black
11 ✓ Rolex	Gold Daytona
✓ Rolex	Celeni
✓ Breitling	Silver
○ Hublot	Black
✓ Hublot	Big Bang
✓ Mont Blanc	
✓ Mont Blanc	
○ Submariner	Stainless/ Gold
✓ Rolex Day Date	Diamonds
✓ Rolex Submariner	Gold Blue
✓ Rolex	Platinum (day/date)
✓ Baume	Black
3 ✓ Mont Blanc	
✓ Kobold (3)	
✓ Officina	
✓ European	
✓ Rolex Daytona	
✓ Rolex Yacht Master	

✓ I Ring
 ✓ I Clock
 ✓ Versace stainless/leather
 ✓ Kobold

12 ✓ Versace stainless/leather
 ✓ Techno Yellow

27
 13
 40
 12
 1/12
 53

Nixon nylon stainless
~~Rolex submariner gold/gold with blue bezel~~
 Hublot rose gold chocolate rubber big bang
 Panerai - brown leather strap
 Panerai luminor marina
 Panerai luminor brown leather
~~Rolex submariner gold/gold with black function~~
~~Rolex submariner gold/gold with black function~~

Watches	Band	Make	Model	Misc.	Lot Value
✓ yellow 18k	18K Gold	Rolex	Day Date		\$22,400
✓ yellow 18k	18K Gold	Rolex	Daytona		
✓ yellow 18k	18K Gold	Rolex	Submariner		
✓ yellow 18k	Leather	Rolex Cellini	Cellini		
✓ Stainless	Leather	Tudor	Tiger Woods		
✓ *Stainless	Stainless	Yahtmaster	Rolex		
✓ Stainless	Leather black	Breitling	Chrono	lookalike	\$750
✓ Stainless	Stainless	Breitling	Colt Superdean		
✓ *Stainless	Navy Rubber	Breitling	Chrono	lookalike	
✓ Stainless	Rubber	Hublot	Big Bang	lookalike	\$8,750
✓ Stainless	Leather	Corum	Joker		
✓ Stainless	Leather	Baume Mercier	Tank		
✓ *Rose Gold	Chocolate Rubber	Hublot	Big Bang		
✓ Stainless	Rubber	Panerai	Luminor	lookalike	\$2,500
✓ Stainless	Leather	Panerai	Luminor		
✓ Stainless	Stainless	Montblanc	GMT		
✓ Stainless	Stainless	Montblanc	Chrono		
✓ Goldplate	Leather	Montblanc	Chrono		
✓ Stainless	Leather	Euro Watch Co.	Ganador		\$300
✓ Stainless	Leather	Officina del tempo	#A26361		
✓ Stainless	Leather	Damiani	Tank		
✓ Stainless	Leather	Versace	Chrono		
✓ Stainless	Stainless leather	Versace			
✓ Stainless	Both	Kobold	Automatic		\$150
✓ Stainless	Both	Kobold	Automatic		
✓ BLK Stainless	Rubber	Momo	Chrono		
✓ Stainless	Leather	Chevy logo			
✓ Stainless	Rubber	Empirio Armani			
✓ Stainless	Yellow Rubber	Techno Marine			\$250
✓ Stainless	Blue Rubber	Techno Marine			
✓ Stainless	Black Rubber	Swiss Army			
✓ Stainless	Stainless	Swiss Army			
✓ Stainless	Stainless	Swiss Army			
✓ Stainless	Leather	Grimoldi	Borgonvo		\$100
✓ Stainless	Nylon	Nixon	Square		
*Stainless	Rubber	Tommy Bahama			
✓ Stainless	Stainless	Tommy Hilfiger			
✓ Stainless	Nylon	Tommy Bahama			
✓ ?			Cartier	Travel Clock	\$90
✓ 18k	Ring		N/A	Wedding band	\$24,000

Lockman

Bulgari black lookalike
Porshe (Roc)

orange

Rolex Daytona (gold)
Pencini (3)
Rolex Yahtmaster (gold)
Breitling

Breitling Super Ocean
Tudor Tiger
Rolex Day Date

Hecker - Exhibit B (7)

	Watches	Band	Make	Model	Misc.	Lot Value
6	✓ yellow 18k	18K Gold	Rolex	Day Date		\$22,400
	✓ yellow 18k	18K Gold	Rolex	Daytona		
	✓ yellow 18k	18K Gold	Rolex	Submariner ✓		
	✓ yellow 18k	Leather	Rolex Cellini	Cellini ✓		
	✓ Stainless	Leather	Tudor	Tiger Woods		
	✓ Stainless	Stainless	Yahtmaster	Rolex ✓		
3	✓ Stainless	Leather black	Breitling	Chrono	lookalike	\$750
	✓ Stainless	Stainless	Breitling	Colt Superdean		
	✓ *Stainless	Navy Rubber	Breitling	Chrono	lookalike	
4	✓ Stainless	Rubber	Hublot	Big Bang	lookalike	\$8,750
	✓ Stainless	Leather	Corum	Joker		
	✓ Stainless	Leather	Baume Mercier	Tank		
	✓ *Rose Gold	Chocolate Rubber	Hublot	Big Bang		
5	✓ Stainless	Rubber	Panerai	Luminor	lookalike	\$2,500
	✓ Stainless	Leather	Panerai	Luminor		
	✓ Stainless	Stainless	Montblanc	GMT		
	✓ Stainless	Stainless	Montblanc	Chrono		
	✓ Goldplate	Leather	Montblanc	Chrono		
5	✓ Stainless	Leather	Euro Watch Co.	Ganador		\$300
	✓ Stainless	Leather	Officin a del tempo	#A26361		
	✓ Stainless	Leather	Damiani	Tank		
	✓ Stainless	Leather	Versace	Chrono		
	✓ Stainless	Stainless leather	Versace			
5	✓ Stainless	Both	Kobold	Automatic		\$150
	✓ Stainless	Both	Kobold	Automatic		
	✓ BLK Stainless	Rubber	Momo	Chrono		
	✓ Stainless	Leather	Chevy logo			
	✓ Stainless	Rubber	Empirio Armani			
5	✓ Stainless	Yellow Rubber	Techno Marine			\$250
	✓ Stainless	Blue Rubber	Techno Marine			
	✓ Stainless	Black Rubber	Swiss Army			
	✓ Stainless	Stainless	Swiss Army			
	✓ Stainless	Stainless	Swiss Army			
4	✓ Stainless	Leather	Grimoldi	Borgonvo		\$100
	✓ Stainless	Nylon	Nixon	Square		
	✓ *Stainless	Rubber	Tommy Bahama			
	✓ Stainless	Stainless	Tommy Hilfiger			
	✓ Stainless	Nylon	Tommy Bahama			
1	✓ ?			Cartier	Travel Clock	\$90
1	✓ 18k	Ring		N/A	Wedding band	\$24,000

- Breitling stainless/stainless leather
 - stainless leather
 15 - Rolex Daytona gold/gold
 - Kocuman orange
 - Bulwari - black lookalike

- Panerai luminor marina
 - Porsche ved
 - Panerai - leather band
 - Rolex Yahtmaster gold/gold
 - Bulwari - black lookalike

✓ Rolex Submariner gold gold black face chrono.
O Rolex Submariner " stainless blue face etc

Tudor Tiger w/ black face / stainless / black leather
can

Rolex day date platinum.

~~O Rolex Submariner gold gold blue bezel~~

53

CHANEL

Fine Jewellery
3600 Las Vegas Blvd. South
Las Vegas, NV 89109
702-765-5550

15 PM 3/21/2008 Trans:00004937
Store 217 Reg.001 Cashier:1776

HECKER, DENNIS
FORD RD

MINNEAPOLIS MN 55426

SHIP TO:
FORD RD

MINNEAPOLIS MN 55426
USA
(612) 386-5000

000938100 STYLE #:H20 # 1
J12 BLK 42MM GMT
Sales Assoc:1776
Qty: 1 \$5,250.00 \$5,250.00
Reference #:1912980

000934085 STYLE #:J2818 # 2
FIL DE COMETE EAR-WG-DIAM
Sales Assoc:1776
Qty: 1 \$14,600.00 \$14,600.00
Reference #:2101282

000412542 STYLE #:J0869 # 3
LG WG/DIAMOND STAR ON CHAIN
Sales Assoc:1776
Qty: 1 \$6,200.00 \$6,200.00
Reference #:210988

000852431 STYLE #:J1611 # 4
GEODE EARCLIPS STAR EARRING
Sales Assoc:1776
Qty: 1 \$6,300.00 \$6,300.00
Reference #:2101013

000290660 STYLE #:J0387 # 5
UG CROSSOVER RING/54 STAR
Sales Assoc:1776
Qty: 1 \$5,975.00 \$5,975.00

EXHIBIT

tabbles

D

000908257 STYLE #: J2848 # 6
DOME RG/52 BLACK RING
Qty: 1 \$3,800.00 \$3,800.00

Reference #: 170965

000908444 STYLE #: J2491 # 7
DOME GECDF WG LG RING/53
Sales Assoc: 1776 DOME STAR
Qty: 1 \$4,900.00 \$4,900.00

Reference #: J2491

Total Merchandise: \$47,025.00
Total Tax: \$0.00
Total Amount Due: \$47,025.00

CARD TYPE: AX
ACCT #: *****6008
AUTH CODE: 117038

TOTAL AMOUNT: \$47,025.00

I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT.

Signature: *Phoebe Oude*
HECKER, DENNIS

\$47,025.00 0.0000% Tax Paid \$0.00
— NO-TAX SEND-SALE —

MGR. *[Signature]*

Returns and exchanges accepted within 14 days of purchase in original unworn condition with proof of purchase. Sale or markdown items and merchandise that has been altered is not returnable. Refunds will be issued in the original form of tender, except cash and check purchases which will be refunded via mail check. Items purchased, altered or repaired must be claimed within 130 days or they may be disposed at the company's discretion.



Customer Copy

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

BKY No.: 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

Randall L. Seaver, Trustee,

Adv. Case No.: 09-5____

Plaintiff,

vs.

EX PARTE TEMPORARY RESTRAINING ORDER

Christi M. Rowan,

Defendant.

This matter came before the Court on Motion of Randall L. Seaver, Trustee and Plaintiff for a temporary restraining order.

Appearances were as noted on the record.

Based upon all the files, records and proceedings herein,

IT IS HEREBY ORDERED THAT:

1. The Trustee's request for ex parte, expedited relief is granted.
2. Defendant shall immediately turnover the following to the Trustee:
 - a. Rent for use of the property known as 1615 Northridge Drive, Medina, MN 55391 ("**Northridge**").
 - b. Furniture and other personal property of the Debtor located at Northridge.
 - c. Any property of the Debtor or the bankruptcy estate which other property, which may be in the possession or control of Defendant including, but not limited to,

money of the Debtor or this bankruptcy estate held in safe deposit boxes or otherwise (the “**Property**”).

d. All financial records, together with other written and electronic information regarding the Debtor, possessed or controlled by Defendant (“**Information**”).

3. Defendant is enjoined from disposing, transferring, secreting or destroying the Property or Information, and is required to turnover all Information and Property to the Trustee

4. Defendant shall allow the Trustee access to safe deposit boxes, if any.

5. Defendant shall disclose to the Trustee all Property and Information and allow the Trustee access thereto, and an accounting of, the same.

6. Defendant is enjoined from accessing any safe deposit box without being accompanied by the Trustee or one of his representatives.

7. Defendant’s personal assets, as disclosed in her 2008 marital dissolution, are excepted from this Order except to the extent that the same are located in a safe deposit box (in which case this Order does apply).

8. This Order is being issued to prevent the irreparable harm which would be caused by the Defendant's potential actions which would result in the diminishment of value or depletion of assets of the bankruptcy estate. This Order was issued without notice because of evidence provided by the Trustee indicating both the probable possession or control by Defendant of assets which are properly assets of this estate.

9. No bond shall be required of the Trustee pursuant to Bankr. Rule 7065.

10. This Order shall expire 10 days after the date and time of the entry of this Order.

BY THE COURT:

Dated: _____

Robert J. Kressel
United States Bankruptcy Judge

405981